

**WALL LAKE VIEW AUBURN
COMMUNITY SCHOOL**

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PUBLIC EMPLOYMENT
RELATIONS BOARD

2006-2007

COLLECTIVE

BARGAINING

AGREEMENT

BETWEEN

**THE WALL LAKE VIEW AUBURN
EDUCATION ASSOCIATION**

AND

**THE WALL LAKE VIEW AUBURN
BOARD OF EDUCATION**

EFFECTIVE JULY 1, 2006

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ARTICLE I

GRIEVANCE PROCEDURE

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- B.
 - 1. Every employee or group of employees, including the Association, covered by this Agreement shall have the right to present grievances in accordance with these procedures.
 - 2. Every employee or party in interest shall have the right to be represented at any step in this procedure by a representative of their own choosing and at their own expense. A representative of the Association, at the employee's request may be present at any step of the grievance procedure. The Association on its own may resubmit through the grievance procedure any grievances filed by a grievant, provided that the grievance involves the application or interpretation of the Agreement (Master Contract).
 - 3. A party in interest is the person making the complaint and any person, including the employer, or Association who might be required to take action or against whom action might be taken in order to resolve the complaint.
 - 4. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- C.
 - 1. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal.
 - 2. Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested and shall be signed by the grievant(s). The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of knowledge of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) school days after receipt of the grievance.
 - 3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within ten (10) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent shall meet to resolve the grievance. The

Superintendent shall file an answer with ten (10) school days of the third-step grievance meeting and communicate it in writing to the employee.

4. Fourth Step. If the grievance is not satisfactorily resolved at the third step, there shall be available a fourth step of impartial arbitration. If the Association determines that the grievance is meritorious, it, together with the grievant (individual or group representative), may submit the grievance to the Superintendent for arbitration within ten (10) school days from the response at the third step.

Either party may request the submission of a list of seven (7) potential arbitrators from the Public Employment Relations Board. Within ten (10) school days of receipt of the list, the parties shall meet to select an arbitrator. The arbitrator will be selected through an alternate striking procedure with the moving party making the first strike.

The arbitrator shall hear the grievance within a reasonable period of time after his/her selection and shall render his/her decision in writing within forty (40) calendar days from the close of the hearings, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her. The decision of the arbitrator shall be final and binding on all parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her by the school district and the Association.

- D. Grievance procedure timelines will continue during summer vacation based on a five (5) day week.
- E. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives.

ARTICLE II

PAYROLL DEDUCTIONS

- A. It shall be agreed by the Board and the Association that provisions will be made in this Article for the following listed deductions to be made, on written authorization, from any employee covered by this Agreement.
1. Professional Dues. This group of dues deductions will be made through written authorization submitted by an employee covered in this Agreement. Such written authorization to be submitted on a form to be supplied by the Association as found in Schedule D. Professional dues shall be combined into one (1) total item of deduction. Remittance of all such dues deduction as are herein provided shall be transmitted by check to the Association within fifteen (15) school days following each regular payday. It shall be the obligation of the Association to separate out various organizations for which such deductions were made as authorized by the employee. Professional dues means only such dues as established by the organization(s) representing the Association. Dues shall be deducted on the nine-month plan, starting in October or a five-month plan starting in February and ending in July.
 2. Tax sheltered annuity and ISEA credit union deductions. Premiums for payment of tax sheltered annuities and/or ISEA credit unions may be deducted from the salaries of personnel covered by this Agreement provided that written application for such deductions shall be on file with the Superintendent. Annuities may be obtained only from those companies who make agreements with the Wall Lake View Auburn Board of Education.
- B. All employee authorization requests for deductions shall be on file in the business office of the School District no later than October 10 for the first semester or February 10 for the second semester. If the 10th falls on a non-school day, the request must be made prior to the 10th. The exception to the time limit shall be tax sheltered annuities. All such authorization requests shall be submitted on the form as supplied by the Association.
- C. It shall be agreed that errors in processing are a possibility. Therefore, both parties shall agree to correct any errors in payroll and payroll deductions to the mutual satisfaction of both parties.
- D. It is understood and agreed by employees covered by the Agreement and by the Association, that any covered employee's dues and/or other deductions as herein made, shall be checked off only upon the employee's written request and that the employee may terminate any such previously made authorized deductions at any time by giving thirty (30) days written notice to the business office of the School District. A copy of the written notice of termination of Association dues collection shall be sent to the Association including the total dollars involved.

- E. Initiation of the provisions of this Article shall be the responsibility of each individual employee covered by this Agreement. The Association agrees that they, as an Association, shall inform all employees covered by this Agreement of this deduction provision and that they shall not expect or require that the Board or its representatives be obligated to do anything other or more than to accept and cause them to be effected those authorized deductions requests which are presented to them in accordance with terms and conditions of this Article.
- F. An employee for whom properly authorized deductions are being made leaves the employ of the Board or is terminated by the Board; any and all deductions shall be terminated with the last payroll warrant to that employee by the School District.
- G. All payroll deductions shall be deducted as equally as possible from each paycheck, except those governed by state and federal statutes.

ARTICLE III
WAGES AND SALARIES

A. Schedule. The salary of each employee covered by the regular schedule is set forth in Schedule A, which is attached hereto and made a part of thereof. The District will adhere to all Phase I funds as per state of Iowa regulations governing such funds.

B. Method of Payment

1. Pay Periods. Each employee shall be paid in twenty-four (24) equal installments on the fifth (5th) and twentieth (20th) of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.

Phase I and Phase II dollars received by the District will be included in regular paychecks. If Phase I or Phase II dollars are cut, in whole or in part, from amounts previously announced, remaining paychecks may be adjusted so that the District will pay only actual Phase I and Phase II dollars received. The difference between Phase I and Phase II dollars anticipated to be received and Phase I and Phase II dollars actually received will be deducted pro rata from all teachers. Phase I and Phase II distribution shall be determined on a per increment basis in the following manner. IPERS, FICA, and transfers shall be deducted first. Remaining money shall be divided into equal shares by the total number of increments for all staff. Each employee shall receive the number of shares equivalent to the number of increments according to their placement on Schedule A.

2. Exceptions. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
3. Summer checks. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee, to reach by pay date.

C. When an employee intends to move horizontally on the salary schedule, he/she shall relay this to the Superintendent in writing prior to February 1 of the preceding school year. The new contract will be issued upon receipt of necessary transcripts with no adjustment to Phase II increments for that school year.

D. Extended Pupil Teacher Contact Time

1. Any employee who is asked by the principal to have an extra pupil-teacher contact period on an irregular basis shall be compensated at the rate of twelve dollars (\$12.00) per period or six dollars (\$6.00) per partial period.
2. When a faculty member supervises students on a non-school day for an approved academic competition they should receive substitute pay. Compensation shall be approved by the Superintendent or his/her designee.

E. Working at Extra-Curricular Activities

1. Personnel **working** activities such as: volleyball line judges, table personnel for basketball, volleyball, and wrestling, press box personnel for track and football; and other activity supervision approved by the superintendent or their designee will be paid \$10.00 per event. Wages will be paid monthly with the regular salary payment.
2. Individuals working will be assigned to be ticket takers, ticket sellers, and parking lot attendants. Staff members will receive an individual pass for working two activities and a family pass for working four activities. Individuals will be allowed to choose the activities that they work. All individuals must work at least two activities.

ARTICLE IV

SUPPLEMENTAL PAY

The supplemental pay schedule is an index system based on a percentage of the Generator Base and experience in a particular activity in the system.

1. New Employees. A new employee assuming a position as head or assistant may be allowed up to seven (7) years experience credit on the supplemental index schedule.
2. Advancement of Current Employee. An assistant of a junior high coach advancing to a head position in the same area may receive full credit for experience at WLVA for placement on the supplemental index schedule.
3. Cheerleader Sponsor. The position of cheerleader sponsor shall be deemed as three positions for wrestling, football, and basketball seasons. This (these) position(s) may be held by one, two, or three persons.
4. The coaches will be paid twenty-five dollars (\$25.00) per trip if they are driving a school bus for a school function or fifteen dollars (\$15.00) for other school vehicles and their players to a function on Schedule B.

ARTICLE V

INSURANCE

- A. Types. The Board agrees to provide all employees the following full paid insurance protection. All part-time employees hired prior to July 1, 1996 will receive full board paid single health insurance benefit. Those part-time employees hired after July 1, 1996 or thereafter will be eligible for a pro-rated health insurance benefit equal to the percent of employed time in their contract.
1. Health and Major Medical. Each employee shall be covered by a health and major medical program paid for by the Board which provides no less coverage than the present employee's coverage. The Board will pay the single rate.
 - a. Each employee on staff as of March 25, 1997 shall remain insured by the level of coverage in effect on that date as long as they are an employee of the school district.
 - b. Any employee hired after June 30, 1997 will receive coverage under the Board's preferred provider health insurance plan. The preferred provider plan will provide no less coverage than the Board's existing preferred provider plan as of June 30, 1997.
 2. Long Term Disability. Each employee shall be covered by a long term disability insurance program, fully paid by the Board, that provides a basic benefit of not less than sixty percent (60%) of the employee's salary. This shall become effective July 1, 1996.
- B. Coverage. The Board provided insurance programs shall be for twelve (12) consecutive months (beginning September 1, 2004 and ending August 31, 2005). Employees new to the District shall be covered by Board-provided insurances no later than one (1) month after initial employment. When necessary payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- C. Descriptions. The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of application and enrollment meetings. The Board shall have a representative of the carrier present in the fall to explain coverages and changes of benefits to the employees.

ARTICLE VI

SICK LEAVE

- A. Accumulation. All full time employees shall be granted sick leave based on the period of employment as follows:

Each year of employment..... 15 days

Sick leave shall be accumulated to the sum of one hundred twenty-five (125) days. Sick leave shall be used for personal illness or injury at full pay. The above shall apply only to consecutive years of employment in the Wall Lake View Auburn District.

The employees shall, when requested, furnish the Administration with such medical evidence as it may desire concerning the necessity for such leave of absence in the Wall Lake View Auburn District.

The employee's physician shall determine when the employee is not physically or mentally fit to perform the assigned duties of employment. The Board, at their expense may request another medical opinion by a physician of their choice.

- B. Notification of Accumulation. Employees shall be given a copy of a written accounting of accumulated sick leave days at the first staff meeting called by the building principal.
- C. Job Related Illness or Injury. Whenever an employee is disabled and also eligible for worker's compensation benefits, the School District will pay the difference between the employee's per diem and payments received under worker's compensation providing the employee sick leave available. Sick leave/worker's compensation will be administered per statute.
- D. Family Illness. An employee shall be excused without loss of pay for up to five (5) days annually in the event of a serious illness or injury in the family requiring the employee's attendance. This leave is non-cumulative.
- E. Unused Personal Days. An employee will be paid \$70/day for unused personal leave.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

- A. Paid Leave. As of the beginning of the 2006-2007 school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year.
1. Personal Leave. At the beginning of the school year, each employee shall be granted three (3) days of personal leave to be used for personal business which cannot be conducted at any other times. An employee will not be required to state the reason for the leave requested upon application but shall be required to attest that the leave meets the standard. Any personal days not used may be converted to the employee's sick leave for the following school year. Up to two days of personal leave shall be granted for other personal matters not meeting the standard from the three (3) day total, provided that the employee reimburses the District for the costs of substitutes employed. Application for personal leave must be made two (2) days in advance, except in the case of emergency. No more than four (4) employees may use this leave on the same day. During the last four (4) weeks of the school year no more than two (2) employees may use this leave on the same day. It may not be used to extend a vacation at either end.
 2. Association Leave. A maximum of eight (8) days shall be available for representatives of the Association to attend their regional and/or state assemblies and national convention, and all substitutes will be paid by the Association.
 3. Professional Leave. Professional leave may be granted at the discretion of the principal for visitation to view other instructional techniques or programs or conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions. Mileage, housing, and registration may be paid by the Board upon request of the employee. Travel, housing, meals, and registration fees shall be paid by the Board not to exceed \$150.00 in state and \$225.00 out-of-state. Additional money could be allocated at the discretion of the Superintendent. Head coaches or head activity sponsors may be granted one professional day every year to be approved by the Administration. The coach/sponsor will be reimbursed up to \$75 for expenses. This leave is not subject to the grievance procedure.
 4. Bereavement. Up to five (5) days per occurrence shall be granted in the event of a death of any member of the employee's family. In the event of death of another employee, employee's family or a student of the employee, the Board shall grant sufficient time as determined by the superintendent or his designee to attend the funeral without loss of pay.
- B. Any employee may request in writing an absence without pay for periods longer than and not covered in the aforementioned leave provisions by filing a written request with the Superintendent at least ten (10) working days, when practicable, prior to the taking

thereof. These leaves shall be at the sole discretion of the Superintendent and the granting or denial of said request shall not be subject to the grievance procedure provided herein. The decision shall be final and binding on all parties.

- C. Jury and Legal. An employee called for jury duty or legally required to appear in a judicial proceeding shall be provided such time. Any fees or remuneration the employee receives (except mileage or expense reimbursement) shall be turned over to the school system and the employee shall receive his/her per diem pay.

ARTICLE VIII

EXTENDED LEAVES

- A. Parental. All employees may be eligible for parental or adoption leave without pay subject to the following conditions.
1. Notification. The employee shall make application to the Board as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave.
 2. Benefits. If parental leave does not exceed sixty (60) days, the employee may maintain his/her insurance benefits by paying for them. If the employee returns to full-time service within the sixty (60) day period, the School District will reimburse the cost of his/her insurance.
 3. Pay. An employee shall be entitled to all raises and increments upon return if the employee serves at least two-thirds (one hundred twenty [120] days) of the school year. This one hundred twenty (120) day period need not be continuous.
 4. Return Rights. Upon returning to employment, the employee shall assume all benefits accorded other employees.
- B. Association. A leave of absence without pay for up to two (2) years may be granted to an employee for the purpose of serving as an officer of the state (ISEA) or national (NEA) association. Upon return from such leave, such employee shall be placed at the next position on the salary schedule beyond that which he/she occupied during his/her last year of service to the District, provided said employee served at least one hundred twenty (120) days the last year.
- C. Educational Improvement. A leave of absence without pay of up to one (1) year may be granted to any employee, upon application to the Board of Education for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same benefits as he/she would have accrued had he/she taught in the District during such period.
- D. Public Office. A leave of absence without pay not to exceed two (2) years may be granted to an employee, upon application, for the purpose of serving in the State Legislature. Upon return from such leave, the employee shall be placed at the next position on the salary schedule beyond that which he/she occupied during his/her last year of service to the District, provided said employee served at least one hundred twenty (120) days the last year.
- E. Good Cause. Other extended leaves without pay may be granted upon application to the Board of Directors for reasons of caring for medically disabled immediate family members or for other reasons as deemed appropriate by the Board. Upon return from leave, the employee shall be placed at the next position on the salary schedule beyond that

which he/she occupied during his/her last year of service to the District, providing said employee served at least one hundred twenty (120) days the last year.

- F. Teacher Exchange. A leave of absence with pay up to one (1) year may be granted to any employee, upon application to the Board of Education, for the purpose of a teacher exchange program where a leave with pay is required.

ARTICLE IX

HOLIDAYS

All members of the bargaining unit shall be entitled to the following five (5) paid holidays:

2006-2007

Labor Day	September 4, 2006
Thanksgiving	November 23, 2006
Christmas	December 25, 2006
New Years Day	January 1, 2007
Good Friday	April 6, 2007

No employees shall be required to perform duties on any of the above holidays.

ARTICLE X
EMPLOYEE HOURS

- A. Work Day. The regular work day for teachers shall consist of not more than eight (8) consecutive hours. This shall include at least a twenty-five (25) minute duty free lunch period which shall in no case exceed thirty-five (35) minutes. The employees shall be free to leave after the regular (not shuttle) bus departure time in the event of weather related dismissals. Employees will begin work thirty (30) minutes prior to the student day on days of late start due to weather. On days when an employee is required to return for school sponsored functions, they may leave after the regular (not shuttle) bus departure time.
- B. Employees may leave their building without requesting permission during their scheduled duty-free lunch period. Employees may be allowed to leave the building during their preparation time or at the conclusion of classes at the sole discretion of the principal or the principal's designated representative. This discretionary clause is not grievable.
- C. Employees covered by this Master Contract Agreement may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate building principal or the principal's designated representative. This section of this Article shall not be grievable.
- D. Employees are not required to report to work when school is called off due to weather.

ARTICLE XI

REDUCTION OF STAFF

- Section 1 Any Employee covered under this Agreement whose contract is to be reduced and/or terminated will be notified of this Administrative decision prior to the issuing of contracts for the upcoming school year.
- Section 2 Staff reduction shall occur within the categories as follows:
- a. BK-6, elementary classroom teachers, BK-6 counselor, Title I (remedial reading and math)
 - b. K-12 Special Education
 - c. K-12 Physical Education
 - d. K-12 Vocal Music
 - e. K-12 Nurse
 - f. K-12 Librarian
 - g. K-12 Art
 - h. K-12 Foreign Language
 - i. K-12 Instrumental Music
 - j. 7-12 English and/or Reading
 - k. 7-12 Social Studies
 - l. 7-12 Math
 - m. 7-12 Agriculture – Voc.
 - n. 7-12 Family and Consumer Science
 - o. 7-12 Industrial Technology
 - p. 7-12 Business Education
 - q. 7-12 Journalism
 - r. 7-12 Science
 - s. 7-12 Counselor
 - t. K-12 Talented & Gifted
- Section 3 The first necessity of staff reduction shall be to maintain quality educational programs at Wall Lake View Auburn Schools. The Administration shall consider the relative skill, ability, competence and qualifications of available teachers within staff reduction categories as measured by formal and other evaluations. In the event that two or more employees are judged equal by the administration pursuant to evaluations, seniority in the school district shall govern.
- Section 4 Employees shall be recalled to vacant positions as defined by Article XV Voluntary Transfer and Article XVI Involuntary Transfers, for which the employee is properly certified. Recall right shall extend for two (2) years from the effective date of layoff (June 30 of the year of layoff).

Recall Rights shall be defined as follows:

- (1) The employee(s) who was released shall automatically be hired to fill the vacancy if he/she is qualified and if employment is desired.

Section 5 An employee who will be or has been reduced to a part-time position shall have recall rights to any full time position on the same basis as a fully laid-off employee based on seniority from date of hire.

Section 6 Upon recall, employees shall be credited with all seniority and related benefits which had been earned prior to layoff and which remain in effect for other employees.

ARTICLE XII

HEALTH PROVISIONS

- A. Physical Fitness--Employees. Physical examinations shall be required of all certified personnel covered by this Master Contract Agreement upon their initial appointment. After employment, the employee shall have a physical examination every three (3) years. BC/BS to cover cost of physical subject to the deductible. The Board shall make up the difference between the insurance paid and the total cost up to \$50.00. Evidence of a physical examination shall be limited to a statement of a licensed physician of the employee's choice and any other requirements of regulation of the Department of Education.

Personnel whose medical well-being may be in doubt to satisfactorily perform assigned duties may be required by the Board of Education to submit themselves for a medical examination by a physician designated by the Board of Education. Costs incurred of said examination shall be borne by the Board of Education.

- B. The costs of any tests required as a condition of employment shall be borne by the Board.

ARTICLE XIII

SAFETY PROVISIONS

- A. Safety Provisions. The Employer shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their Principal.
- B. Protective Devices. Provision shall be made for such devices as outlined in Sections 280.10 and 280.11 of the Code of Iowa, 1975. All such items shall be provided without charge to the employee.
- C. Use of Reasonable Force. An employee may, within the scope of his/her employment, use and apply such amount of force as is necessary to quell a disturbance, threatening physical injury to the pupil or the teacher. As soon as practical, the teacher shall make a report to the building Principal or his/her designee.
- D. Emergency Evacuations. In the event that a building of the Wall Lake View Auburn Community School District is placed under jurisdiction other than its duly-appointed and authorized, professional staff for the purpose of emergency evacuation, no staff member covered by the Master Contract Agreement, whose assignment is in that building, shall be required by the Board of Education or the administration of the Wall Lake View Auburn Community School District to perform any services above and beyond determining that all students under his/her immediate supervision have been safely evacuated.

ARTICLE XIV

EMPLOYEE CLASSROOM EVALUATION PROCEDURES

Section 1

- A. By October 1st of each school year, employees shall be acquainted by the Administrative staff with the formal written evaluation (Schedule E) method and procedures to be observed or the Professional Growth Plan (Schedule F).

Section 2

- A. All staff shall be formally evaluated at least once every third work year. All probationary employees shall be formally once during the first semester and once during the second semester. The employee shall be evaluated at least two (2) times each school year during the probationary years. All non-probationary employees shall be formally evaluated prior to April 30 by Administrative staff. No formal evaluation shall occur during the week immediately preceding Christmas vacation. If an employee is not being formally evaluated then they must complete the Professional Growth Plan.
- B. For the purpose of reduction in force or termination only formal evaluations shall be used. Any teacher at risk of a reduction in force or a termination shall have a formal evaluation done.
- C. Informal evaluations shall consist of unannounced observations of both in and out of classroom performances during the school day. Informal evaluations may or may not be in writing. When reduced to writing, the employee shall be made aware of such. All employees will be subject to informal evaluations at the discretion of the principal.
- D. A conference will be held with the evaluator and the employee to discuss the formal evaluation. The conference shall be not later than fifteen (15) working days following the observation.
- E. At the conference, the results of the evaluation shall be reduced to writing by the evaluator and discussed with the employee. The employee shall be furnished a copy of the written evaluation and shall sign the evaluation. The signature of the employee shall mean awareness of the evaluation and the contents thereof, but shall not be interpreted to mean agreement with the contents.
- F. The employee shall have the right to submit written explanation or other statement within fifteen (15) working days following the conference with the evaluator, which statement if submitted shall be attached to the evaluation.
- G. The written evaluation and employee's statement, if any, shall be submitted to the Superintendent by the evaluator for inclusion in the employee's personnel file.

- H. No results of the observations shall become a part of an employee's personnel file without his/her prior knowledge.
- I. All evaluations will be subject to the grievance procedure.

ARTICLE XV

VOLUNTARY TRANSFERS

- A. Definition. Transfer: the movement of an elementary (BK-6) employee to a vacant position in another building or to a different grade level or the movement of a secondary employee (7-12) to a vacant position in an entirely different category (as defined in Article XII, paragraph 3) or to another building. A voluntary transfer is an employee initiated transfer.
- B. Notification of Vacancies.
1. Date. The Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies.
 2. Filing Requests. Employees who desire a transfer may file a written statement of such desire with the Superintendent. Such statement shall include the grade level, subject area or building to which the employee desires to be transferred, and in order of preference. Such requests for transfer for the following year shall be submitted not later than May 1 or December 1 for the second (2nd) semester.
 3. Posting. By the end of the school year if possible, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all employees who have been transferred and the nature of such transfer.
- C. Procedure. In the determination of requests for voluntary transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school systems. No such request shall be denied arbitrarily, capriciously, or without basis in fact.
- D. Return Rights. Any employee who transfers to an administrative or supervisory position and who later returns to former status shall be entitled to retain such rights as may have accrued under this Agreement prior to such transfer to administrative or supervisory status.

ARTICLE XVI
INVOLUNTARY TRANSFERS

- A. Definition. Transfer: the movement of an elementary (BK-6) employee to a vacant position in another building or to a different grade level or the movement of a secondary employee (7-12) to a vacant position in an entirely different category (as defined in Article XII, paragraph 3) or to another building. A involuntary transfer is an employer initiated transfer.
- B. Use of Voluntary Request. This Article will only apply when the vacant position cannot be filled pursuant to Section C in Article XV: Voluntary Transfer.
- C. Notice. Notice of an involuntary transfer shall be given in writing to employees by the end of the school year, if possible.
- D. Procedure. If the involuntary transfer is necessary, employees will be transferred in reverse order of seniority. Employees with the least seniority and experience in the subject area or grade level in which the involuntary transfer is necessary will be transferred first.
- E. Meeting and Appeal. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, the Association Representative at the employees request, and the Superintendent at which time the employee shall be given written reason(s) therefore. In the event that an employee objects to the transfer or assignment on the basis of the reason provided at this meeting, the employee may appeal the involuntary transfer or reassignment at the appropriate level of the Grievance Procedure.
- F. Priority in Reassignment. A list of open positions in the school district shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred. An employee being involuntary transferred shall be placed only in an equivalent position - i.e., one which, among other things does not involve reduction in rank or in total compensation.
- G. Return Rights. Any employee who shall be transferred to an administrative or supervisory position and who later returns to former status shall be entitled to retain such rights as may have accrued under this Agreement prior to such transfer to administrative or supervisory status.

ARTICLE XVII

SENIORITY

For the purpose of this contract, seniority will be computed from an employee's most recent date of hire in the Wall Lake View Auburn Community School District. Seniority will continue to accrue during all paid leaves of absence and for a period of two years from the effective date of the layoff, Seniority will not be broken by unpaid leaves of absence or employment, during layoff, in a position outside the Wall Lake View Auburn Community School District, but such time will not be counted in computing seniority. When seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots.

ARTICLE XVIII

COMPLIANCE AND DURATION

- A. Printing. Copies of the Agreement shall be printed by the Board and made available to the employees. A fee sufficient to cover the costs of printing shall be shared by the Association and the Board equally. Copies of the contract shall be given to employees no later than the first teacher contract day.
- B. Duration. This agreement shall be effective for one year from July 1, 2006, through June 30, 2007.
- C. Signature Clause. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 17th day of August, 2006.

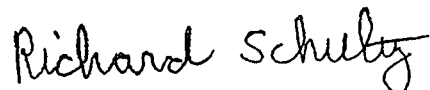
Wall Lake View Auburn
Community School District

Education Association

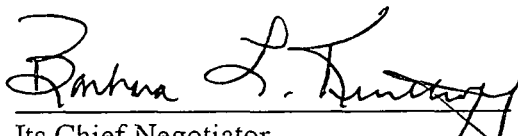
Wall Lake View Auburn
Community School District

Board of Education


Its President


Its President


Its Chief Negotiator


Its Chief Negotiator

SCHEDULE A

WALL LAKE VIEW AUBURN

2006-2007 SALARY SCHEDULE

24,670 BASE, 700 INCREMENTS
6% Longevity

STEPS	BA	BA+12	BA+24	MA	MA+12	MA+24
1	24670	25370	26070	26770	27470	28170
2	25370	26070	26770	27470	28170	28870
3	26070	26770	27470	28170	28870	29570
4	26770	27470	28170	28870	29570	30270
5	27470	28170	28870	29570	30270	30970
6	28170	28870	29570	30270	30970	31670
7	28870	29570	30270	30970	31670	32370
8	29570	30270	30970	31670	32370	33070
9	30270	30970	31670	32370	33070	33770
10	30970	31670	32370	33070	33770	34470
11	31670	32370	33070	33770	34470	35170
12	32370	33070	33770	34470	35170	35870
13	33070	33770	34470	35170	35870	36570
14		34470	35170	35870	36570	37270
15			35870	36570	37270	37970
16					37970	38670
17						39370
18						
L	34,550	35,992	37,434	38,176	39,618	41,060

06-07 SCHEDULE B

GENERATOR BASE:	\$24,670						
POSITION	YEARS OF EXPERIENCE						
	1	2	3	4	5	6	7
Activities Director	0.1300 \$3,207	0.1350 \$3,330	0.1400 \$3,454	0.1450 \$3,577	0.1500 \$3,701	0.1550 \$3,824	0.1600 \$3,947
Head Football	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837	0.1200 \$2,960	0.1250 \$3,084	0.1300 \$3,207	0.1350 \$3,330
Head Basketball	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837	0.1200 \$2,960	0.1250 \$3,084	0.1300 \$3,207	0.1350 \$3,330
Head Wrestling	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837	0.1200 \$2,960	0.1250 \$3,084	0.1300 \$3,207	0.1350 \$3,330
Head Volleyball	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837	0.1200 \$2,960	0.1250 \$3,084	0.1300 \$3,207	0.1350 \$3,330
Head Baseball	0.0850 \$2,097	0.0900 \$2,220	0.0950 \$2,344	0.1000 \$2,467	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837
Head Softball	0.0850 \$2,097	0.0900 \$2,220	0.0950 \$2,344	0.1000 \$2,467	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837
Head Cross Country	0.0725 \$1,789	0.0775 \$1,912	0.0825 \$2,035	0.0875 \$2,159	0.0925 \$2,282	0.0975 \$2,405	0.1025 \$2,529
Head Track	0.0850 \$2,097	0.0900 \$2,220	0.0950 \$2,344	0.1000 \$2,467	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837
Head Golf	0.0350 \$863	0.0400 \$987	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357	0.0600 \$1,480	0.0650 \$1,604
JV Football	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850	0.0800 \$1,974	0.0850 \$2,097	0.0900 \$2,220	0.0950 \$2,344
JV Basketball	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850	0.0800 \$1,974	0.0850 \$2,097	0.0900 \$2,220	0.0950 \$2,344
JV Wrestling	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850	0.0800 \$1,974	0.0850 \$2,097	0.0900 \$2,220	0.0950 \$2,344
JV Volleyball	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850	0.0800 \$1,974	0.0850 \$2,097	0.0900 \$2,220	0.0950 \$2,344

JV Baseball	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357	0.0600 \$1,480	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850
JV Softball	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357	0.0600 \$1,480	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850
JV Track	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357	0.0600 \$1,480	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850
JH Football	0.0475 \$1,172	0.0500 \$1,234	0.0525 \$1,295	0.0550 \$1,357	0.0575 \$1,419	0.0600 \$1,480	0.0625 \$1,542
JH Basketball	0.0475 \$1,172	0.0500 \$1,234	0.0525 \$1,295	0.0550 \$1,357	0.0575 \$1,419	0.0600 \$1,480	0.0625 \$1,542
JH Wrestling	0.0475 \$1,172	0.0500 \$1,234	0.0525 \$1,295	0.0550 \$1,357	0.0575 \$1,419	0.0600 \$1,480	0.0625 \$1,542
JH Volleyball	0.0475 \$1,172	0.0500 \$1,234	0.0525 \$1,295	0.0550 \$1,357	0.0575 \$1,419	0.0600 \$1,480	0.0625 \$1,542
JH Track	0.0475 \$1,172	0.0500 \$1,234	0.0525 \$1,295	0.0550 \$1,357	0.0575 \$1,419	0.0600 \$1,480	0.0625 \$1,542
Weight Room - School Yr	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837	0.1200 \$2,960	0.1250 \$3,084	0.1300 \$3,207	0.1350 \$3,330
Weight Room - Summer	0.0750 \$1,850	0.0800 \$1,974	0.0850 \$2,097	0.0900 \$2,220	0.0950 \$2,344	0.1000 \$2,467	0.1050 \$2,590
Cheerleader Sponsor-FB	0.0250 \$617	0.0300 \$740	0.0350 \$863	0.0400 \$987	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357
Cheerleader Sponsor-Bskt	0.0250 \$617	0.0300 \$740	0.0350 \$863	0.0400 \$987	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357
Cheerleader Sponsor-Wr	0.0250 \$617	0.0300 \$740	0.0350 \$863	0.0400 \$987	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357
Drill Team	0.0550 \$1,357	0.0600 \$1,480	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850	0.0800 \$1,974	0.0850 \$2,097
Speech	0.0725 \$1,789	0.0775 \$1,912	0.0825 \$2,035	0.0875 \$2,159	0.0925 \$2,282	0.0975 \$2,405	0.1025 \$2,529
Drama	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357	0.0600 \$1,480	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850

Assistant Speech*	0.0325 \$802	0.0350 \$863	0.0375 \$925	0.0400 \$987	0.0425 \$1,048	0.045 \$1,110	0.0475 \$1,172
Assistant Drama*	0.0325 \$802	0.0350 \$863	0.0375 \$925	0.0400 \$987	0.0425 \$1,048	0.0450 \$1,110	0.0475 \$1,172
HS Student Council Advisor	0.0350 \$863	0.0400 \$987	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357	0.0600 \$1,480	0.0650 \$1,604
Yearbook	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357	0.0600 \$1,480	0.0650 \$1,604	0.0700 \$1,727	0.0750 \$1,850
Instrumental Music 7-12	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837	0.1200 \$2,960	0.1250 \$3,084	0.1300 \$3,207	0.1350 \$3,330
Vocal Music 7-12	0.1050 \$2,590	0.1100 \$2,714	0.1150 \$2,837	0.1200 \$2,960	0.1250 \$3,084	0.1300 \$3,207	0.1350 \$3,330
Summer Band (2 weeks)	0.0300 \$740	0.0325 \$802	0.0350 \$863	0.0375 \$925	0.0400 \$987	0.0425 \$1,048	0.0450 \$1,110
Prom Coordinator	0.0300 \$740	0.0350 \$863	0.0400 \$987	0.0450 \$1,110	0.0500 \$1,234	0.0550 \$1,357	0.0600 \$1,480
FHA Advisor	0.0110 \$271	0.0120 \$296	0.0130 \$321	0.0140 \$345	0.0150 \$370	0.0160 \$395	0.0170 \$419
WLVA Concessions	0.0300 \$740	0.0325 \$802	0.0350 \$863	0.0375 \$925	0.0400 \$987	0.0425 \$1,048	0.0450 \$1,110
WLVA FB Concessions (Varsity & JV)	0.0200 \$493	0.0225 \$555	0.0250 \$617	0.0275 \$678	0.0300 \$740	0.0325 \$802	0.0350 \$863
Track Concessions	\$50.00 per event						
Softball/Baseball Conc.	\$20 per event						
Other Misc. Concessions	\$20 per event						
Driver's Education	\$100 per student only if needed during summer						

* Will be hired if the number of participants reaches 20; a second assistant be hired if the number of participants reaches 40 and if an acceptable qualified candidate can be identified.

**SCHEDULE C
WALL LAKE VIEW AUBURN COMMUNITY SCHOOL
GRIEVANCE REPORT**

Date Filed

Wall Lake View Auburn School District

Distribution of Form

_____ Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Aggrieved Person

[] Informal discussion and/or meeting between complainant and his/her principal was
held on _____.
Date

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought* _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor

Date

LEVEL III

- A. _____
Signature of Aggrieved Person Date Received by Superintendent
- B. Disposition by Superintendent or His/Her Designee _____

- _____
Signature of Superintendent Date
or His/Her Designee

LEVEL IV

- A. _____
Signature of Aggrieved Person Signature of Association President
- B. _____
Date Submitted to Arbitration Date Received by Arbitrator
- C. Disposition and Award of Arbitrator _____

- _____
Signature of Arbitrator Date of Decision

*If additional space is needed, attach additional sheets.

NOTE: All provisions of Article XVIII of the Agreement, Dated _____, 20_____, shall be strictly observed in the settlement of grievance.

**SCHEDULE D
DUES DEDUCTION FORM**

DUES DEDUCTION AUTHORIZATION FORM

Authorization for Payroll Deduction for Education Association Dues:

First Name

Initial

Last Name

I hereby request and authorize the Board of Education of the Wall Lake View Auburn Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Wall Lake View Auburn Education Association.

A total of \$_____ to be paid in ten (10) or eighteen (18) equal installments of \$_____.

It is understood that this authorization shall begin with the second October paycheck, or the second February paycheck, and shall continue through the first July paycheck from the date hereof, unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date _____

Signature _____

Social Security Number _____

SCHEDULE E

Wall Lake View Auburn Teacher Evaluation Instrument

Teacher's Name

Year/Semester

Evaluator's Name

Explanation of Ratings

Needs Improvement: Is inconsistent and does not possess the skills to perform the tasks described in this area.

Meets Expectations: Performs the tasks described in this instrument as generally expected.

Exceeds Expectations: Performs the tasks described in this instrument above and exceeding expectations.

Needs Improvement		Meets Expectations		Exceeds Expectations

A Teacher Summation Evaluation is found on the last page. A conference will be held between the teacher and evaluator. Signature of the teacher does not necessarily mean approval of evaluator's report.

1. Communication Skills

- A. Communicates effectively with and provides appropriate feedback to students.

Comments:

- B. Communicates effectively with staff.

Comments:

- C. Communicates effectively with parents.

Comments:

Needs Improvement		Meets Expectations		Exceeds Expectations

2. Instructional Organization

- A. Classroom and instructor are organized for each day of instruction.

Comments:

- B. Instruction is organized around district objectives and grade-level indicators.

Comments:

- C. Follows effective lesson design.

Comments:

- D. Instruction is flexible and adaptive to meet the needs of the students.

Comments:

Needs Improvement		Meets Expectations		Exceeds Expectations

3. Assessments

A. Appropriate feedback is given to students.

Comments:

B. Use of appropriate and varied assessment tools.

Comments:

C. Objectives and indicators are assessed and documented to monitor growth.

Comments:

Needs Improvement		Meets Expectations		Exceeds Expectations

4. Maintains Effective Classroom Environment.

A. A positive learning environment is established.

Comments:

B. Classroom management skills are effectively utilized.

Comments:

Needs Improvement		Meets Expectations		Exceeds Expectations

5. Promotes Student Self-discipline and Responsibility.

- A. Students are held accountable for their actions and behaviors.

Comments:

- B. Attainable expectations are established for students.

Comments:

- C. Helps promote student leadership.

Comments:

- D. Works to develop self-reliance and cooperation among students.

Comments:

Needs Improvement		Meets Expectations		Exceeds Expectations

6. Uses a Variety of Instructional Strategies to Meet Individual Differences.

- A. Identifies individual learning styles of students and provides opportunities for success.

Comments:

- B. Recognizes individual abilities and interests.

Comments:

- C. Gives challenging and meaningful work assignments to students.

Comments:

Needs Improvement		Meets Expectations		Exceeds Expectations

7. Demonstrates Professionalism.

A. Promotes self-discipline and responsibility.

Comments:

B. Demonstrates interest in student activities.

Comments:

C. Conducts oneself in a manner consistent with the expectations of the educational professional.

Comments:

Needs Improvement		Meets Expectations		Exceeds Expectations

8. Demonstrates Professional Growth

A. Sets and works toward goals for personal and professional growth.

Comments:

B. Seeks opportunities for professional growth.

Comments:

Needs Improvement		Meets Expectations		Exceeds Expectations

Evaluation Criteria

Page 1:

- A. Communicates effectively with and provides appropriate feedback to students.
 - Feedback is timely and efficient
 - Contained positive and constructive comments

Page 2:

- A. Classroom and instructor are organized for each day of instruction.
 - The instructor will show evidence of being organized through such things as having lesson plans submitted, necessary information available for students, materials on hand, and the classroom arranged in a manner conducive for the day's instruction.
- C. Follows effective lesson design.
 - Incorporates anticipatory set, objective, input, modeling, checking for understanding, guided practice, independent practice and closure into lesson.

Page 3:

- A. Appropriate feedback is given to students.
 - Feedback is timely and on-going.

Page 4:

- A. Classroom atmosphere promotes positive learning conditions.

Page 5: (Student Focused)

- A. Students are held accountable for their actions and behaviors.
 - Are reasonable demands being placed on student actions and behaviors?
 - Are your students coming to class prepared, i.e., homework, book, paper, pencil?
- B. Attainable expectations for students.
 - Are the students being challenged?
 - Are you instilling in your students the ability to become self-learners?
 - Are your students becoming self-sufficient?

Page 6:

- B. Adjusts instruction to fit the needs of different learning styles and abilities.
 - Employs a variety of teaching strategies.

Page 7:

- C. Conducts oneself in a manner consistent with the expectations of the educational professional.
 - Cooperates in assigned duties, rapport with student, role models, responsible, prompt.

Page 8:

- B. Seeks opportunities for professional growth.
 - Attends conferences/workshops and shares info with staff.
 - Attends college classes
 - Utilizes professional reading materials.

Wall Lake View Auburn Community School District

Teacher Summation Evaluation

<u>Criterion</u>	Needs Improvement		Meets Expectations		Exceeds Expectations
1. Communication Skills					
2. Instructional Organization					
3. Assessments					
4. Maintains Effective Classroom Management					
5. Promotes Student Self-Discipline & Responsibility					
6. Uses a Variety of Instruction Strategies					
7. Demonstrates Professionalism					
8. Demonstrates Professional Growth.					

Overall Comments:

Teacher's Signature

Date

Evaluator's Signature

Date

Wall Lake View Auburn School Professional Growth Plan

The Professional Growth Plan is a process for the professional growth of tenured teachers of the Wall Lake View Auburn School District.

Teacher Self Assessment Form (Sept/Oct) Form A - Optional

Schedule a conference with supervising principal to go over Teacher Self Assessment Form . This form will be distributed in May and should be filled out before the scheduled conference date.

Self Assessment Worksheet (Sept/Oct) Form B - *Meeting One*

Use Teacher Self Assessment (Form A) to complete Self Assessment Worksheet (Form B). The teacher completes this form during the first conference. A copy will be given to the supervising administrator.

Self Assessment Summary (Sept/Oct) Form C

Teacher should complete this form after the initial conference with the administrator. This will be used to complete the Professional Growth Plan (Form D).

Professional Growth Plan Target Form (Sept/Oct) Form D - *Meeting Two*

The teacher completes this form in cooperation with the supervising administrator. A copy will be given to the supervising administrator. The teacher will retain a copy to serve as a guide throughout the year. A final copy will be submitted to the administrator upon completion of the summary conference which will be kept in the teacher's professional file.

Mid-Year Conference (December/January) - *Meeting Three*

Teacher schedules a mid-year conference to provide the opportunity to discuss the progress and success of the Professional Growth Plan to date. The teacher and administrator can make adjustments to the plan at this time if necessary.

Final Conference (Last Day of School) - *Meeting Four*

Teacher and administrator will meet to discuss status of Professional Growth Plan and sign to indicate completion or continuation of Professional Growth Plan.

Wall Lake View Auburn CSD

Professional Development Goals

What are your goals for professional development?

What methods will you use to achieve these goals?

What documentation will you use to illustrate progress toward and accomplishment of the goals?

Approval Date _____ Teacher _____

Evaluator _____

1st Annual Review and Portfolio Check _____
date teacher initials evaluator initials

2nd Annual Review and Portfolio Check _____
date teacher initials evaluator initials

Final Review and/or Portfolio Check _____
date teacher initials evaluator initials